carriers. The goods got on the wrong roads in transportation, but were finally received by D. along with a way-bill showing back freight due and its own freight unpaid. P's bill of lading was stamped "Prepaid," but it did not recite the class of freight or the amount of charges prepaid. D. refused to deliver the goods until the charges shown by the way-bill were paid. P. replevined the property and sought to prove his case by offering the bill of lading marked prepaid, in evidence, contending that D. was bound by it, unless D. proved the freight charges had not been paid. *Held,* (SEWELL, J. dissenting) that the burden of proving the freight prepaid was upon P. and he had not made a sufficient showing. *Bramley* v. *Ulster & D. R. Co.* (1911), 126 N. Y. Supp. 856.

For many purposes, a bill of lading represents the goods themselves and they may be transferred by an indorsement of it. 6 CYC. 418. The carrier is estopped to deny the correctness of representations contained in a bill of lading, when a bona fide assignee would be injured by permitting it. *Tibbits* v. *R. I. etc. Ry. Co.*, 49 Ill. App. 567; *Sioux City R. R. Co.* v. *1st Nat. Bank,* 10 Neb. 556. Contra, *Williams etc.* v. *W. & W. Ry. Co.*, 93 N. C. 42; *Page* v. *Sandusky,* 2 Oh. Dec. 716. However, if a carrier's agent has fraudulently signed a bill of lading when no goods have been received in fact, the carrier is not estopped to deny that fact against a bona fide holder. *Friedlander* v. *Tex. etc. Ry. Co.*, 130 U. S. 416; *B. & O. R. R. Co.* v. *Wilkens,* 44 Md. 11. Contra: *Bank of Batavia* v. *N. Y. etc. R. R. Co.*, 106 N. Y. 195; *Brooke et al.* v. *N. Y. etc. R. R. Co.*, 108 Pa. 529. If there is no traffic agreement between the initial and terminal carriers, and the bill of lading issued by the first carrier and held by a bona fide assignee, shows that the freight is paid or less than the regular rate, but the last transporter is notified by way-bill to the contrary, the latter is not liable for conversion if it takes a reasonable time to find out the truth in the matter. *Shewalter* v. *Mo. R. R. Co.*, 84 Mo. App. 589; *Lewis* v. *R. Co.*, 25 S. C. 249. But if the terminal company has notice that the bill of lading shows upon its face certain provisions in favor of the owner of the goods, but is notified by the initial carrier not to abide by them, it is liable to an assignee in good faith for conversion if it does not deliver according to those terms. *Am. Nat. Bank* v. *Ga. R. Co.*, 96 Ga. 665, 51 Am. St. Rep. 155. *Contra, Crossan* v. *N. Y. etc. R. Co.*, 149 Mass. 196, 14 Am. St. Rep. 408. In the principal case, while the court was not called upon under the issues, to decide the point, it would seem that the defendant would not be liable for unlawfully detaining the goods, since it had no notice when it received the goods of any prepayment of freight, nor could the initial carrier bind it by any act as its agent, and in consequence of its lien upon the goods for freight, it could hold them for a reasonable time to determine whether it had been paid or not.

CHATTEL MORTGAGES—SUFFICIENCY OF DESCRIPTION AS TO THIRD PARTIES.—Defendants held a chattel mortgage on a mule which was described in both the mortgage and the record as a "sorrel mule colt named Traveler." Plaintiff subsequently purchased from the mortgagor a bay mule named Traveler, the bay mule and the subject of the mortgage being the same animal. In a

contest between the plaintiff and the mortgagee, the latter introducing the record containing the erroneous description of the mortgaged mule to show notice to the plaintiff. *Held,* that the description was not so indefinite and uncertain as to avoid the instrument, even as to a purchaser from the mortgagor in possession. *Stickney* v. *Dunaway & Lambert* (1910), — Ala. —, 53 South. 770.

Courts generally seem to have experienced considerable difficulty in determining what measure of exactness should be required in the record of a chattel mortgage to protect the mortgagee against purchasers of the mortgaged property. A description which is good as between the parties is prima facie good against a trespasser; *O'Brien* v. *Miller,* 117 Fed. 1000; or against a purchaser with actual notice of the mortgage; but it may not be sufficient as against purchasers from the mortgagor, for in the latter case a different degree of certainty is required. *Call* v. *Gray,* 37 N. H. 428, 75 Am. Dec. 141; *Leighton* v. *Stuart,* 19 Neb. 546, 26 N. W. 198; *Houser* v. *Andersch,* 61 Mo. App. 15. The rules as enunciated by various courts are generally in accord, but different courts apply them with varying results. In *Peck* v. *Dyer,* 147 Ill. 592, the Illinois Supreme Court said that the constructive notice which flows exclusively from the record cannot be more extensive than the facts stated therein, and must be understood to be only such notice as could have been obtained from an actual inspection of the record. A subsequent purchaser is entitled to rely on the record and cannot be charged with constructive notice of latent equities or facts not disclosed or suggested by the record itself. Other courts have held that where the property conveyed is not described sufficiently to identify it with reasonable certainty and there is nothing to put the searcher on inquiry the record will not give constructive notice of the conveyance. *Davis* v. *Ward,* 109 Cal. 186; *Rodgers* v. *Cavanaugh,* 24 Ill. 583. Although it has been held that a description of a horse as bay is good, though after the execution of the mortgage its color changes to sorrel and white, (*Turpin* v. *Cunningham,* 127 N. C. 508, 37 S. E. 453, 51 L. R. A. 800, 80 Am. St. Rep. 808) it would seem that the principal case goes as far as any reported decision in sustaining a description which is not merely indefinite but is actually erroneous at the time of the execution of the mortgage. In *Yant* v. *Harvey,* 55 Ia. 421, 7 N. W. 675, a description of a horse as brown, with a further description, was held good, although on the trial the only person testifying to the color of the horse testified that it might be called either brown or black.

CONSTITUTIONAL LAW—IMPAIRING CONTRACT OBLIGATIONS—INHERITANCE TAX—COMMUNITY PROPERTY.—James Moffitt and his wife were married in California in 1863, and became the owners of a large amount of community property in that state. On Mr. M's death the state assessed a tax of $26,684, as against Mrs. M's one-half interest in the estate, and an order was entered directing its payment by the executors. An appeal was taken to the California Supreme Court, which held that the surviving wife's share of the community property was subject to this inheritance tax, and that the tax does not violate the contract clause of the U. S. Constitution. On writ of error to the